STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D01-0703-PL-009141

MY FIRST BIKE PRODUCTIONS, INC., an Indiana corporation

Plaintiff

v.

MYSPACE, INC., a Delaware corporation, d/b/a Myspace.com, DIRECTV, INC., a California corporation FOX INTERACTIVE MEDIA, INC., a Delaware corporation

Defendants.

FILED

MAR 07 2007

CLERK OF THE MARION CIRCUIT COURT

COMPLAINT AND DEMAND FOR JURY TRIAL

My First Bike Productions, Inc. ("My First Bike"), by counsel, for its Complaint and Demand for Jury Trial against MySpace, Inc., a Delaware corporation d/b/a myspace.com ("MySpace"), Directv.com, a California corporation ("Directv"), and Fox Interactive Media, Inc., a Delaware corporation ("Fox"), alleges and states as follows.

VENUE AND THE PARTIES

1. This Court is the preferred venue for this action pursuant to Indiana Rule of Trial Procedure 75(A)(10) as My First Bike's principal office is located in Marion County and the case is not subject to the preferred venues listed in Indiana Rule of Trial Procedure 75(A)(1)-(9).

2. My First Bike is a corporation organized and existing pursuant to the laws of the State of Indiana and with a business address of 5842 North Keystone Avenue, Indianapolis, Indiana 46202.

EXHIBIT 1

3. Myspace is a corporation organized and existing pursuant to the laws of the State of Delaware and having an address of 8391 Beverly Boulevard, #349, Los Angeles, California 90048.

4. Directv is a corporation organized and existing pursuant to the laws of the State of California and having a registered agent in the State of Indiana at c/o CT Corporation System 251 East Ohio Street Suite 1100, Indianapolis, Indiana 46204.

5. Fox is a corporation organized and existing pursuant to the laws of the State of Delaware and having an address of 407 N. Maple Drive, Beverly Hills, California 90210. Fox is the parent corporation of Myspace and is an affiliate of Directv, as both Fox and Directv are either direct or indirect subsidiaries of News Corporation.

BACKGROUND FACTS

6. My First Bike is a production company that produces, among other things, television programs.

7. In late 2005, My First Bike began developing a television program or series of programs that focused on Myspace's website, myspace.com (the "Site"), and the Site's users. My First Bike wanted to explore how the Site's users were utilizing the Site.

8. Eventually, My First Bike developed the concept for its program, which was entitled "Top 8 Tour: From MySpace to YourSpace" (the "Tour").

9. My First Bike intended the Tour to present the stories of eight different users or groups of users of the Site. Starting in late December 2005, and after finding several stories it found interesting, My First Bike's film crew and several actors traveled around the United States to visit, interview, and film these different users.

10. While filming the Tour, My First Bike's crew was able to obtain an interview and meeting with some of Myspace's employees or agents, including Ted Dhanik and Josh Brooks. This meeting occurred in early January 2006.

11. At the meeting, My First Bike's agents discussed with Myspace's employees and agents, the possibility of Myspace's involvement with the filming of the Tour and the sale of My First Bike's rights in the Tour to Myspace or one of its affiliates.

12. At this meeting, My First Bike's agents stated that Myspace's involvement with the filming of the Tour or its purchase of its interest of the Tour would allow My First Bike to expand its filming of the Tour by allowing it to film internationally instead of just in the United States.

13. Myspace declined to purchase the Tour from My First Bike or to be otherwise involved with the production of the Tour.

14. After pitching the Tour to Myspace, My First Bike pitched the Tour to several other television networks, such as the National Lampoon Channel and the Discovery Channel.

15. Upon information and belief, Myspace, Fox, and Directv acted in concert to develop a program, series, or film based upon the Tour, which was titled "Project MyWorld."

16. Project MyWorld airs on a satellite television station owned or controlled by Directv.

17. Although Myspace, Fox, and Directv used, upon information and belief, the concepts, ideas, and storylines underlying the Tour as the basis for Project MyWorld, none of these organizations compensated My First Bike in any way.

18. Since Directv began airing Project MyWorld, My First Bike has not been able to find a buyer for the Tour and, thus has no outlet on which to air it or to otherwise recover its investment in the Tour.

COUNT I.
BREACH OF CONTRACT

19. My First Bike incorporates by reference paragraphs one (1) through eighteen (18) as if fully set out herein.

20. When My First Bike's agents met with Myspace's agents and employees, the conduct of My First Bike and Myspace's agents, created an implied-in-fact contract whereby Myspace agreed that in consideration for My First Bike pitching the Tour to it, Myspace would either purchase the Tour or it would not use or disclose the ideas, concepts, or storylines underlying the Tour or the expression of the ideas, concepts and storylines in the production of a similar film or television program.

21. Upon information and belief, Myspace used and disclosed the ideas and concepts underlying the Tour when it participated in the development of Project MyWorld and thus breached its implied-in-fact contract with My First Bike.

22. My First Bike has been damaged as a direct and proximate result of Myspace's breach of contract.

COUNT II.
UNJUST ENRICHMENT

23. My First Bike incorporates by reference paragraphs one (1) through twenty-two (22) as if fully set out herein.

24. Upon information and belief, the MySpace, Fox, and Directv have unjustly enriched themselves by their conduct in wrongfully exploiting, for their own commercial gain,

the ideas, concepts and storylines underlying the Tour as well as the expression of those concepts, ideas and storylines, all of which were developed by My First Bike at its expense.

25. My First Bike is entitled to damages in the amount by which MySpace, Fox, and Directv have unjustly enriched themselves.

COUNT III.
PLAGIARISM

26. My First Bike incorporates by reference paragraphs one (1) through twenty-five (25) as if fully set out herein.

27. The concepts, ideas, storylines under lying the Tour and expression of those concepts, ideas, and storylines underlying the Tour are the original work of My First Bike.

28. The concepts, ideas, storylines, and work underlying the Tour and the expressions of the concepts, ideas, and storylines are the property of My First Bike.

29. Upon information and belief, Myspace, Directv, and Fox, acting in concert, plagiarized, misappropriated, and converted the concepts, ideas, storylines, and work underlying the Tour and the expression of those concepts, ideas, and storylines for their own commercial benefit and gain, even though each of them knew that My First Bike owned these concepts, ideas, storyline, work, and expressions.

30. Myspace, Directv, and Fox did not compensate or offer to compensate My First Bike for their use of the concepts, ideas, storyline, work, and expressions owned by My First Bike.

31. As a direct and proximate result of the plagiarism, misappropriation, and conversion of Myspace, Directv, and Fox, My First Bike has suffered damages.

COUNT IV.
INDIANA CRIME VICTIMS' ACT

32. My First Bike incorporates by reference paragraphs one (1) through thirty-one (31) of the Complaint as if fully restated herein.

33. Pursuant to the Indiana Crime Victims Act, Indiana Code § 34-24-3-1 *et seq.*, a person that suffers pecuniary loss as a result of a violation of I.C. 35-43 *et seq.* may bring a civil action against the person who caused the loss for treble damages, costs of the action, and a reasonable attorneys' fee. Myspace, Directv, and Fox, have jointly and severally violated I.C. 35-43 in the following particulars:

a. For "Theft" as expressed in I.C. 35-43-4-2; and

b. For "Conversion" as expressed in I.C. 35-43-4-3.

34. As a direct and proximate result of the wrongful conduct of Myspace, Directv, and Fox, has suffered pecuniary loss in an amount to be proven at trial. Accordingly, My First Bike is entitled to an award of those actual damages as well as statutory treble damages, costs and attorneys' fees.

WHEREFORE, Plaintiff, My First Bike Productions, Inc. prays for judgment and relief as follows against Defendants, MySpace, Inc., a Delaware corporation d/b/a myspace.com, Directv.com, a California corporation ("Directv"), and Fox Interactive Media, Inc., a Delaware corporation:

A. For an award of damages to be proven at trial to have been caused by the Defendants' breach of their contract with Plaintiff;

B. For an award of damages to be proven at trial to have been caused by Defendants' unjust enrichment;

C. For an award of damages to be proven at trial to have been caused by Defendants' plagiarism, misappropriation, and conversion of My First Bike's property.

D. For an award of damages in the amount specified by the Indiana Crime Victims' Act, I.C. 34-2-1-3-1, *et seq.*;

E. For pre- and post-judgment interest;

F. For punitive damages;

G. For all other just and appropriate relief.

DEMAND FOR TRIAL BY JURY

Plaintiff, My First Bike Productions, Inc., by counsel, demands Trial by Jury of all issues so triable by right.

Respectfully submitted,

DANN PECAR NEWMAN & KLEIMAN,
Professional Corporation

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